

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

Anja Salamack,
Plaintiff

3:24-cv-33

v.

Northshore VI, LLC, and
Steven Shore
Defendants

RESPONSE TO COURT ORDER [ECF 40]

Anja Salamack (“Salamack”) responds to this Court’s order (the “Order”) [ECF 40] scheduling this matter for a status conference on May 14, 2025 and requesting that the parties be prepared to address why this matter should not be dismissed given the settlement agreement that was fully executed in open court on April 24, 2025.

I. BACKGROUND

This matter was instituted by the filing of a civil complaint dated June 20, 2024. The complaint was filed following several months of attempted negotiations to resolve the issues between the parties. The complaint contains claims to foreclose a mortgage held by the plaintiff and various tort claims.

This matter went to mediation on February 24, 2025. On April 23, 2025 the plaintiff filed an emergency motion for partial enforcement of the settlement agreement. The court scheduled a hearing for April 24, 2025 on plaintiff’s motion. During that hearing a settlement agreement was executed by the plaintiff in open court (the “Settlement Agreement” attached as Ex 1).

The Settlement Agreement had been previously executed by the defendants and clearly set forth items that were required to be accomplished and dates by which each item was required to be completed. The defendants have failed to meet their obligations under the Settlement

Agreement and as a result, and pursuant to the express terms of the Settlement Agreement, the plaintiff is permitted to continue to pursue her claims in this case (with the exception of the foreclosure claim).

II. BREACHES OF THE SETTLEMENT AGREEMENT

Defendants have breached several provisions of the Settlement Agreement.

1. The defendants left the property in a severely damaged state and agreed to be financially responsible for such damages. Settlement Agreement, para. 1.
2. The defendants failed to pay the property taxes. Settlement Agreement, para. 2.
3. The defendants failed to pay the agreed upon \$35,000 and as a result the plaintiff is permitted to pursue all claims in this matter with the exception of the foreclosure claim. Settlement Agreement, para. 3.
4. The defendants failed to pay the utilities associated with the property. Settlement Agreement, para. 4.

III. PROPERTY DAMAGES

The property damages are still in the process of being calculated. Examples of some amounts that the plaintiff has been damaged include:

1. \$1,815.09 for unpaid utilities
2. \$8,945.59 for unpaid property taxes through the year 2024.
3. The prorated property taxes for the time prior to the deliver of the deed in lieu of foreclosure on April 24, 2025 ($113/365 * \$4,241.25$) - \$1,313.04
4. Cost for general cleaning of the home in excess of \$1,000.00.
5. Cost to repair a door that was severely damaged by the defendants for approximately \$5,000.00 (a \$3,000 deposit has already been paid).

6. Damage to air conditioning units that are completely broken.
7. Damage to the internal electrical wiring of the home.
8. Replacement of the pool pump which was intentionally damaged by the defendants at a cost of \$1,885.00.
9. Cleaning supplies and equipment to start repairs to the home in the amount of \$1,164.08.
10. Required landscaping for the property in excess of \$600.00.
11. The damages to the property have caused hundreds of thousands of dollars in devaluation to the property.

IV. OUTSTANDING DISCOVERY

Salamack served discovery – requests for admission and requests for documents - on the defendants on January 17, 2025. The defendants failed to respond to the discovery in any manner. A rule 37.1 letter was served on February 19, 2025. Defendants failed to schedule the required conference. A notice of defendants' non-response was filed with the court on April 22, 2025.

V. SURVIVING CAUSES OF ACTION

In addition to the damages outlined above there are numerous causes of action that are still to be prosecuted in connection with this lawsuit. Those causes of action include fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of agreement, breach of duty of good faith and fair dealing, fraudulent misrepresentation, infliction of emotional distress (intentional and/or reckless), infliction of emotional distress (negligent), declaratory relief.

Dated: May 13, 2025

Respectfully Submitted,
Michael L. Sheesley LLC

s/Michael L. Sheesley
Michael L. Sheesley
V.I. Bar #1010
Condo Torre Del Mar, Apt 2201
1477 Ashford Ave
San Juan, PR 00907
Telephone: (412)972-0412
michael@sheesley-law.com